

# **EXHIBIT 49**

to the Declaration of  
Dean M. Harvey in Support of  
Plaintiffs' Opposition Briefs

**REDACTED VERSION**



**NDA COVER SHEET**  
**Scanning Project**

Contract Group



Non-Disclosure

Name of Other Party:

Apple

Effective Date:

10-30-86

Termination Date:

Contract Term:

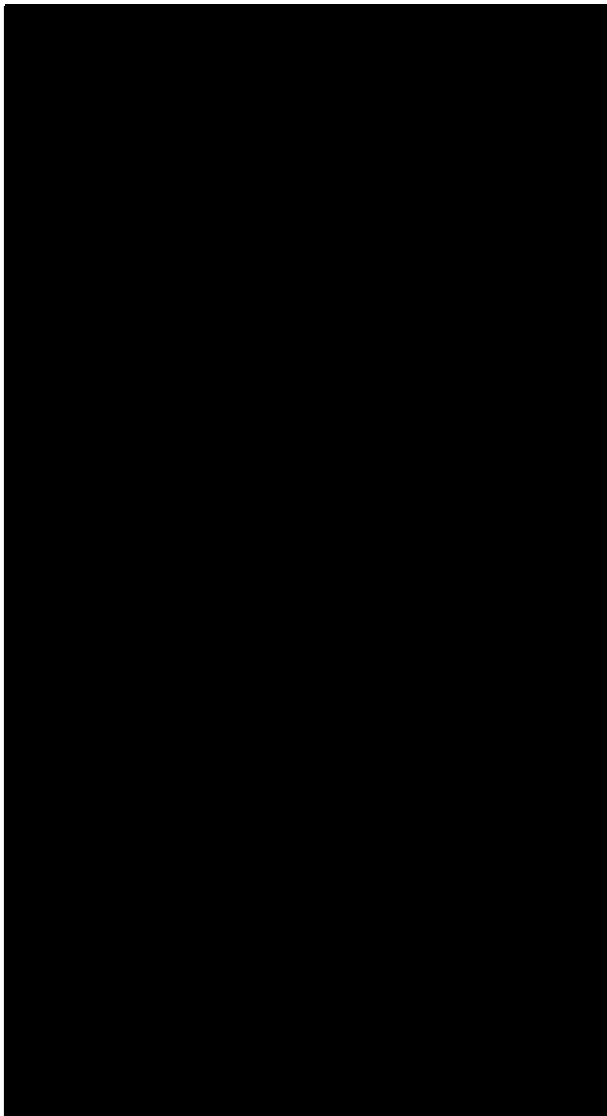
\* For example, 1 year, auto renew, etc.

Adobe Systems Incorporated  
1870 Embarcadero Road  
Palo Alto, California 94303

**AGREEMENT FOR  
UNRELEASED SOFTWARE**

This Agreement For Unreleased Software ("Agreement") is between Adobe Systems Incorporated, a California corporation having a place of business at 1870 Embarcadero Road, Palo Alto, California 94303, and affiliates ("Adobe") and APPLE COMPUTER, a CALIFORNIA corporation having a place of business at 20525 MARINATA AVE CUPERTINO, CA ("Licensee"). This Agreement is effective as of OCT 30, 1986. Licensee desires to obtain and Adobe agrees to provide the unreleased software identified in *Exhibit A* ("Software"). Licensee and Adobe therefore agree as follows:

**1. CONFIDENTIAL INFORMATION.**





6. EXPORT. Licensee acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Software in any medium. Licensee agrees that it will not export or re-export the Software in any form without the appropriate United States and foreign government licenses. Licensee agrees that its obligations pursuant to this paragraph shall survive and continue after any termination or expiration of rights under this Agreement.

## 7. GENERAL PROVISIONS.

7.1 This Agreement shall be governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

7.2 Any notice required to be given under this Agreement shall be delivered by hand, by telex, or mailed by registered or certified mail, postage prepaid, return receipt requested, to the addresses of the parties set forth above or to such other address as may be furnished in writing to the other party. Notice so sent shall be deemed effective on the earlier of personal delivery or the fourth day following the date deposited in the mail. Addresses used shall be the ones set forth above or such other address as a party hereof shall notify the other of in writing. If the notice is to Adobe, it shall be sent to the attention of the President. If the notice is to Licensee, it shall be sent to the attention of \_\_\_\_\_.

7.3 In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

### ADOBE SYSTEMS INCORPORATED.

Authorized Signature

Name (Type or Print)

Title

Date

*John Kenze*  
*John Kenze*  
*product mgr*  
*5/4/87*

### LICENSEE

Authorized Signature

Name (Type or Print)

Title

Company

Date

*Richard Binell*  
*RICHARD BINELL*  
*WRITER*  
*Apple*  
*10/31/86*

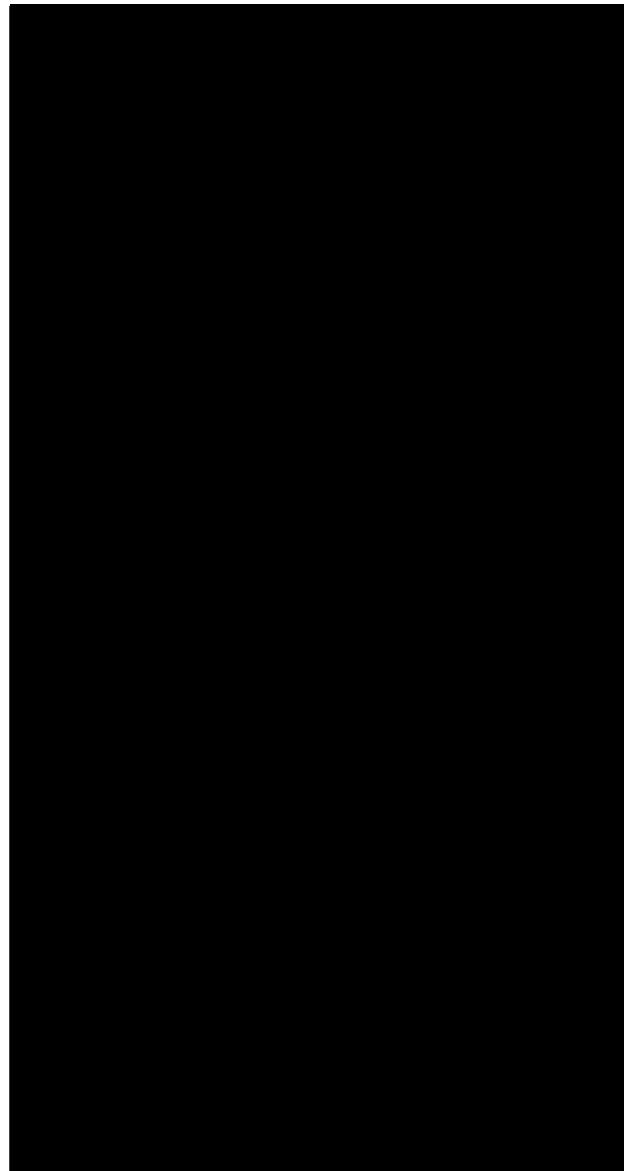
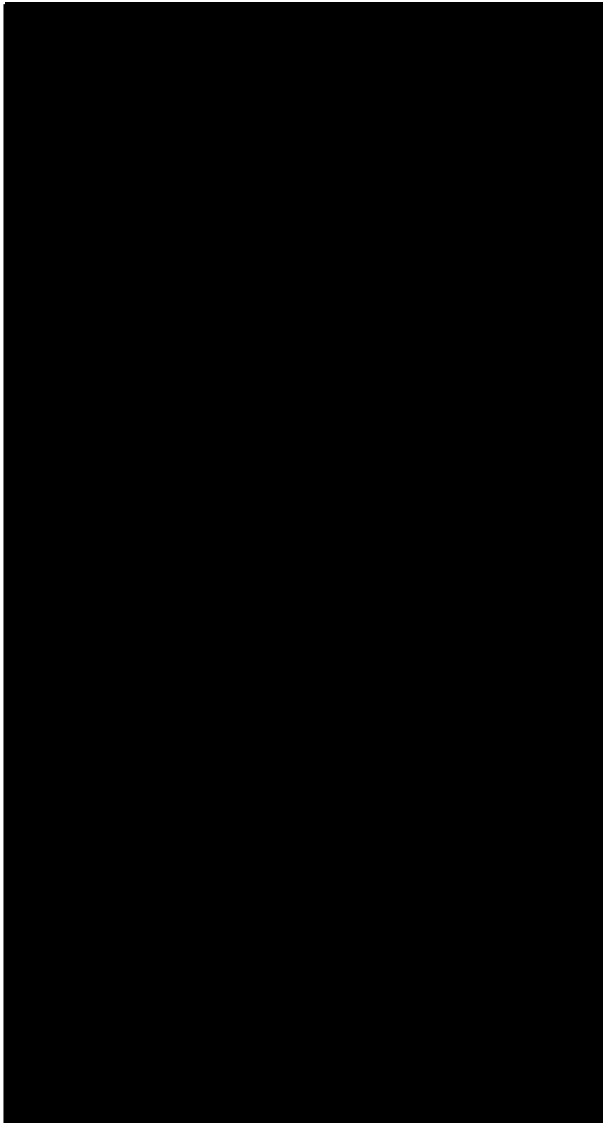
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Palo Alto, California 94303**

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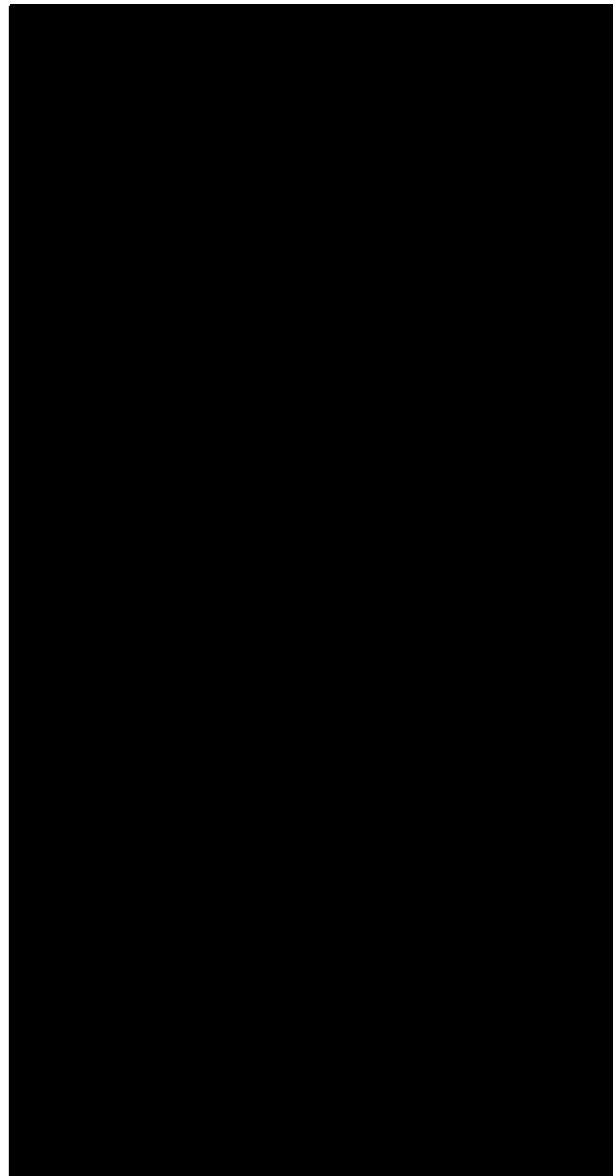
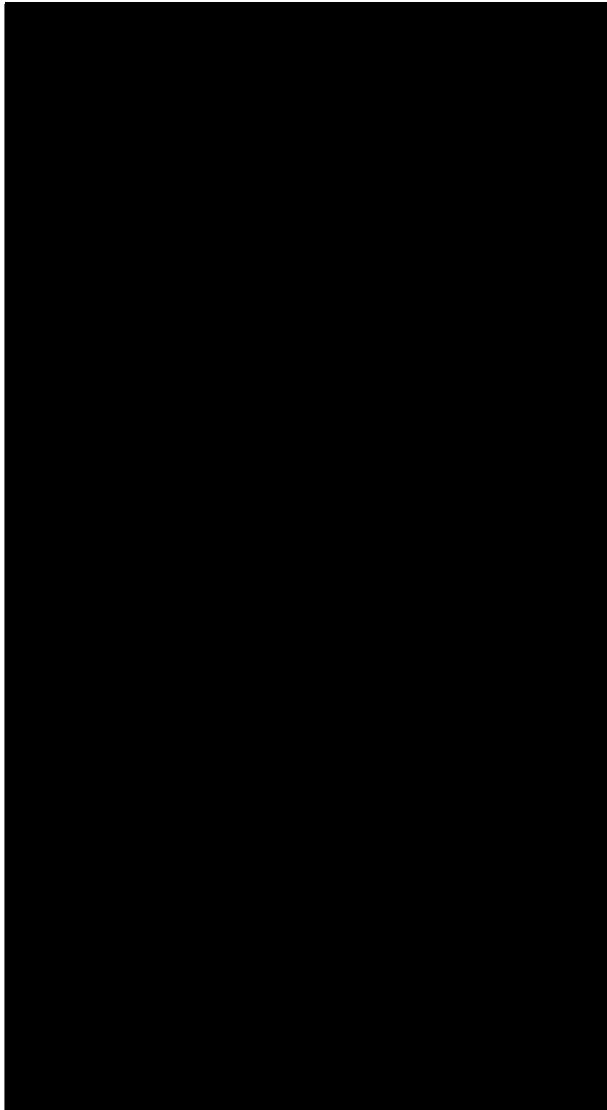
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### ADOBE SYSTEMS INCORPORATED.

Authorized Signature

Name (Type or Print)

Title

Date

### LICENSEE

Authorized Signature

Name (Type or Print)

Title

Company

Date

**EXHIBIT A**

**EXHIBIT C**  
**Designated Equipment**

Site Address: Apple Computer, Inc.  
20525 Mariani Avenue  
Cupertino, CA 95014  
\_\_\_\_\_

Designated  
Equipment:

CPU Manufacturer: \_\_\_\_\_  
Model Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_

CPU Manufacturer: \_\_\_\_\_  
Model Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_

CPU Manufacturer: \_\_\_\_\_  
Model Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_

CPU Manufacturer: \_\_\_\_\_  
Model Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_

CPU Manufacturer: \_\_\_\_\_  
Model Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_